



Commonwealth of Kentucky

CONTRACT MODIFICATION

DOC ID NUMBER:

PON2 531 2000001636

Version: 2

Record Date: 11/17/20

Document Description: DWI & KY Chamber MOA FY21/22

Cited Authority: FAP111-44-00NP
Memorandum of Agreement - Non Profit 501 (c) 3Reason for Modification: MODIFICATION 1 - Administrative Modification
November 13, 2020Previous Contract Amount: \$1,345,503.00
Amount of Increase/Decrease: \$0.00
Modified Contract Amount: \$1,345,503.00

Contract is being modified to correct the Funding (Unit, Program, and Program Period) so payments can be made.

From:
Fund - 12EB
Department - 531
Function - BD00
Sub Function - BDSR
* Program - 273SR18
* Program Period - 18
Task - COFCTo:
Fund - 12EB
Department - 531
* Unit - J000
Function - BD00
Sub Function - BDSR
* Program - 274SR20
* Program Period - 19
Task - COFC**Issuer Contact:**Name: Barry Stigers
Phone: 502-564-1069
E-mail: Barry.stigers@KY.GOV**Vendor Name:**
KENTUCKY CHAMBER FOUNDATION INC

464 CHENAULT RD

FRANKFORT KY 40601**Vendor No.** KY0035896
Vendor Contact
Name: AIMEE HILLER-STAFFORD
Phone: 502-848-8720
Email: ASTAFFORD@KYCHAMBER.COM**Effective From:** 2020-07-21 **Effective To:** 2022-06-30

Line	Delivery					
------	----------	--	--	--	--	--

Item	Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Talent Pipeline Management	\$0.000000	\$1,345,503.00	\$1,345,503.00

Extended Description:

The two-year program will support the hiring and retaining of four staff members, along with associated direct statewide TPM Initiative and Program Costs. The four staff members will include one Talent Pipeline Management System Manager and three TPM Project Coordinators to support the employer collaborative. The TPM staff members will work regionally throughout Kentucky to convene local employers in Kentucky's Five Key Industry Sectors to communicate out their projected workforce demands. This data will be collected statewide, with regional sectors communicating this data to their preferred workforce providers and working with these partners to fill their talent pipeline. These funds will also support the Talent Pipeline Management Training of an additional twenty Regional Workforce Champions and Kentucky Chamber Staff.

Shipping Information:	Billing Information:
Education & Workforce Development 500 Mero Street Frankfort KY 40601	Education & Workforce Development 500 Mero Street Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	\$1,345,503.00
-------------------------------	-----------------------

	Document Description	Page 3
2000001636	DWI & KY Chamber MOA FY21/22	

MODIFICATION 1 – Administrative Modification

November 13, 2020

Previous Contract Amount: \$1,345,503.00

Amount of Increase/Decrease: \$0.00

Modified Contract Amount: \$1,345,503.00

Contract is being modified to correct the Funding (Unit, Program, and Program Period) so payments can be made.

From:

Fund – 12EB

Department – 531

Function - BD00

Sub Function - BDSR

* Program – 273SR18

* Program Period - 18

Task - COFC

To:

Fund – 12EB

Department – 531

* Unit – J000

Function - BD00

Sub Function - BDSR

* Program – 274SR20

* Program Period - 19

Task - COFC

CONTRACT PRIOR TO THIS ADMINISTRATIVE MODIFICATION:

	Document Description	Page 4
2000001636	DWI & KY Chamber MOA FY21/22	

MEMORANDUM of AGREEMENT

Between

EDUCATION AND WORKFORCE DEVELOPMENT CABINET

KENTUCKY CHAMBER OF COMMERCE WORKFORCE CENTER

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Education and Workforce Development Cabinet, Department of Workforce Investment ("the Commonwealth") and the Kentucky Chamber of Commerce Foundation-Workforce Center ("KY Chamber or the Contractor") to establish an agreement for the implementation of Talent Pipeline Management (TPM) focusing on building talent solutions for workers and learners. Using the employer support and data analysis for the 75 critical jobs, TPM will help to ensure Kentuckians are trained, developed and upskilled in the career pathways most needed to support Kentucky's economy. This MOA is effective July 21, 2020 through June 30, 2022.

Scope of Services:

Overview

The Kentucky Chamber's 501(c)(3) Foundation works to bring economic, education and workforce initiatives to the Commonwealth that provides impact beyond the business community's normal reach. The Kentucky Chamber Workforce Center provides alignment between the needs of businesses and the Commonwealth's workforce and policy makers.

Talent Pipeline Management (TPM) is a demand-driven approach to close the skills gap created by the U.S. Chamber of Commerce. Utilizing supply chain management principles, partners through the Kentucky Chamber's Workforce Center are calling on employers across the Commonwealth to utilize the TPM tool to better project and align their talent needs with education and workforce development systems. Experience to date shows the tool can play a powerful role in business growth and education and workforce system effectiveness.

The two-year program and staff costs will support the retention of five staff members, additional Kentucky Chamber Workforce Center staff time, and all associated statewide TPM Initiative and Program Costs. The five staff TPM members will include one Talent Pipeline Management System Leader and four TPM Project Managers to support employer collaboratives. The TPM staff members and the Workforce Center Team will work regionally throughout Kentucky to convene local employers in Kentucky's Five Key Industry Sectors (construction, advanced manufacturing, healthcare, business services/ information technology and transportation/logistics), creating and retaining twenty-five employer collaboratives focused on building talent for seventy-five critical occupations. In partnership with local leaders, TPM Kentucky will be conducted statewide, with regional business leaders communicating their needs to their preferred workforce providers and working with these partners to fill their talent pipeline, educating workers and learners.

Deliverables

Project Deliverables:

1. Retain the current twenty active collaboratives in Kentucky's five key sectors (healthcare, logistics, manufacturing, construction, business/IT Services) that are/will be executing talent solutions with measurable results for 60 critical jobs.

	Document Description	Page 5
2000001636	DWI & KY Chamber MOA FY21/22	

2. Creation of five additional employer collaboratives across the state in Kentucky's key sectors and working through the TPM process with focus on creating talent solutions with measurable results for an added fifteen critical jobs. By June 2022, a total of twenty-five employer collaboratives in Kentucky's five key industry sectors will be focusing on creating talent solutions with measurable results for seventy-five critical jobs.
3. As the collaboratives are up and running, and the business community is now engaged, the emphasis for Kentucky's Talent Pipeline 2020-2022 will be focused on building talent solutions for workers and learners. Using the employer support and data analysis for the seventy-five critical jobs, TPM Kentucky will help to ensure Kentuckians are trained, developed and upskilled in the career pathways most needed to support Kentucky's economy.
4. In response to COVID-19, TPM collaboratives across the state will work to help launch Upskill Kentucky: A statewide movement supporting Kentuckians and local communities impacted by COVID-19 layoffs (and others) advance their careers while ensuring Kentucky businesses have the talent needed for economic recovery and growth. Through Upskill Kentucky, TPM team will:
 - o Leverage existing (and forming) employer collaboratives in Kentucky to identify/verify the most critical, in-demand jobs and skillsets for Kentucky's key sectors
 - o Working with Cabinet and Education partners to create scalable education and training programs to equip those impacted by COVID-19 with the skills needed to fill these roles
 - o Convening education, government and business to measure the ROI for these training programs.
5. Leverage existing (and forming) collaboratives to convene at least two statewide sector coalitions to address statewide/national problems emerging in TPM collaborative work:
 - o Healthcare
 - o Construction
 - o Technology/Business Services
 - o Manufacturing
 - o Logistics
6. Hire/retain an additional regional TPM Project Manager to expand capacity of program.
7. Investigate potential to include Distilling and other key sectors (i.e. hospitality, education, etc.) into Talent Pipeline Management program.
8. Investigate opportunities to develop or work within an existing statewide Workforce Task Force comprised of all agencies and community partners involved in workforce development (i.e. KWIB, KCTCS, Cabinet for Education and Workforce Development, Goodwill, etc.) to develop coordinated strategic plan and timeline (using TPM as a platform and convener) to service industry workforce across the state.
9. Continue sending data collected to the Kentucky Center for Education and Workforce Statistics bi-annually, to provide added granular labor market information on how employers (1) define their most critical jobs, (2) project job

	Document Description	Page 6
2000001636	DWI & KY Chamber MOA FY21/22	

openings, and (3) describe hiring requirements (including requirement and preferred credentials.)

10. Send employer data signals to education, government and workforce partners to help:
 - o Close the skills gap in critical growth sectors.
 - o Provide career pathways for students and workers.
 - o Improve employer leadership in education and workforce systems.
 - o Leverage employer collaboratives for business development, expansion, and retention efforts.
 - o Improve collaboration between employers and local and regional economic development organizations.
 - o Provide better information on talent in-flows and out-flows between institutions, programs, and employers.
 - o Improve priority access to employer provided incentives, such as work-based learning placements.
 - o Improve job placement and employment outcomes for students.
11. Explore the opportunity to provide and integrate Kentucky's FAME (KY Federation for Advanced Manufacturing) with the Talent Pipeline Data System.
12. Continued partnership on all Kentucky TPM efforts with the thirty Kentucky Workforce Champions formally trained in the U.S. Chamber's Talent Pipeline Management strategies, technologies and demand planning software. These leaders represent local partners from the local Workforce Investment Boards, Chambers of Commerce, Society for Human Resource Management (SHRM,) Economic Development, Secondary and Post-Secondary Educators.
13. Explore Opportunities to engage, educate and train an additional 20 to 50 Kentucky Talent Pipeline Champions in the Talent Pipeline System and project work.

Pricing/Budget (Attachment B)

KY Chamber Project Lead:
 Ms. Beth Davisson, Executive Director
 KY Chamber of Commerce, The Workforce Center
 464 Chenault Road
 Frankfort, KY 40601
 502-848-8791
 502-758-2545 cell
bdavisson@kychamber.com

Kentucky Chamber shall submit monthly invoices with supporting documentation for reimbursement. Invoices may be submitted electronically. Expenditures are to be necessary, allowable, allocable and

reasonable in accordance with 2 CFR Part 200. Expenditures should reflect the line item budget. Along with the invoices, a monthly progress report is required. Invoices/reports are to be submitted to:

Project Management – WIOA Statewide Reserve Funds

	Document Description	Page 7
2000001636	DWI & KY Chamber MOA FY21/22	

Elizabeth Hack
Education and Workforce Development Cabinet
500 Mero Street, 4th floor
Frankfort, KY 40601
Elizabethm.hack@ky.gov

EWDC will reimburse KY Chamber for approved expenditure within 30 days of the receipt of invoice

ATTACHMENT B – BUDGET

Total Budget \$1,345,503

BUDGET CATEGORY	AMOUNT	NARRATIVE
Program Staff Salaries (position title/staff function assigned to specific program activities, salary/wage, time charged to project, excluding bonuses)	\$893,246	Support of five full-time Talent Pipeline positions, and additional KY Chamber and Workforce Center staff time for daily system operations, leadership, employer engagement, research, measurement, marketing, advertising, program management, technology, and support for 24 months.
Program Staff Fringe Benefits (type and cost of fringe benefits for each position included in project budget)	\$187,582	Insurance (health, dental, vision, life, & long-term disability), 401k & payroll taxes.
Surveys/Assessments (survey or sector/employer assessment fees and costs detailed by type of activity, cost per and number of)	\$0.00	These resources are provided by the TPM System through support provided by the Kentucky Chamber Workforce Center.
Staff Development/Training (consultant details; tuition/fees, other costs related to providing/attending training to partner staff)	\$30,000	Two years of annual Talent Pipeline Training for TPM staff through partnership with the U.S. Chamber of Commerce.
Employer Outreach and Services (details of employer outreach activities; fees for employer services)	\$0.00	These resources are provided by the TPM System through support provided by the Kentucky Chamber Workforce Center.
Travel (costs of mileage, lodging and meals for staff and consultants according to KY travel guidelines)	\$60,000	Weekly state and regional travel to conduct Talent

	Document Description	Page 8
2000001636	DWI & KY Chamber MOA FY21/22	

		Pipeline Management projects with employers, workforce, and education training providers.
Advertising, Public Relations (media advertising details and other outreach costs, e.g., newspapers, radio/TV, direct mail, etc.)	\$0.00	These resources are provided by the TPM System through support provided by the Kentucky Chamber Workforce Center.
Communications, Publications and Printing (details of phone, IT services, other costs, printing and/or purchase of books, magazines, brochures, etc.)	\$32,000	Mobile phones for TPM staff, Kentucky's Talent Pipeline System marketing and advertising creation, printing of marketing materials such as brochures, one sheeters, website development, publications, and public relations.
Materials and Supplies (office supplies, other as needed)	\$24,000	Computers and office supplies for TPM staff.
Facilities (conference/meeting space, etc., detailed by type activity and related project facility costs)	\$30,000	For 24 months of facilities use for offices, conference and meetings space for staff members, and TPM related events, training and seminars, as well as occupancy, IT Services, utilities and parking.
Administration (direct staff cost, other costs associated with planning, coordinating, monitoring and reporting project activities. Not to exceed 5 percent of funding.)	\$58,675.00	Accounting, budgeting and auditing processes, costs related to securing leveraged funding
Training Costs (include any direct costs of participant training program not covered under any of the above categories)	\$30,000.00	Resources to train additional 20-50 Talent Pipeline Management champions in Kentucky by educating and engaging workforce leaders throughout the system in Kentucky's Talent Pipeline System.
Other (other costs not included in the above line required to implement the project that may be included as a grant-funded item)	\$0.00	Not Applicable

	Document Description	Page 9
2000001636	DWI & KY Chamber MOA FY21/22	

**MOA/PSC Exception Standard Terms and Conditions
Revised December 2019**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and
Whereas, the second party, the Contractor, is available and qualified to perform such function; and
Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date:

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 LRC Policies:

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html> and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum:

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

5.00 Cancellation:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the other party by registered or certified mail.

6.00 Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours:

	Document Description	Page 10
2000001636	DWI & KY Chamber MOA FY21/22	

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky:

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity:

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

	Document Description	Page 11
2000001636	DWI & KY Chamber MOA FY21/22	

12.00 Purchasing and specifications:

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles:

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance:

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Social security: (check one)

This section does not apply to governmental or quasi-governmental entities.

_____ The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

_____ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

17.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively

	Document Description	Page 12
2000001636	DWI & KY Chamber MOA FY21/22	

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

 The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

 The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

18.00 Discrimination:

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

	Document Description	Page 13
2000001636	DWI & KY Chamber MOA FY21/22	

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

	Document Description	Page 14
2000001636	DWI & KY Chamber MOA FY21/22	

Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

<hr/> Signature	<hr/> Title
<hr/> Printed Name	<hr/> Date

2nd Party:

<hr/> Signature	<hr/> Title
<hr/> Printed Name	<hr/> Date

Other Party:

<hr/> Signature	<hr/> Title
<hr/> Printed Name	<hr/> Date

Approved as to form and legality:

<hr/> EWDC Attorney	<hr/> Date
---------------------	------------